

United States Environmental Protection Agency
Region 9

In the Matter of :

Goodyear Tire and Rubber Company

Respondent

Proceeding under Section 106 of the
Comprehensive Environmental Response,
Compensation and Liability Act of 1980,
as amended by the Superfund Amendments
and Reauthorization Act of 1986,
(42 U.S.C. §9606)

Order No. 88-12

I. Jurisdiction

This Order is issued to Goodyear Tire and Rubber Company (Goodyear) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), by authority delegated to the Administrator of the United States Environmental Protection Agency (EPA), and redelegated to the EPA Regions.

The Director of the Toxics and Waste Management Division, EPA Region 9, has determined that there may be an imminent and substantial endangerment to the public health, welfare or the en-

1 vironment because of the release and threatened release of haz-
2 ardous substances from the Phoenix-Goodyear Airport Superfund
3 site (PGA Site) in Goodyear, Arizona.

4 This Order directs Goodyear to undertake actions that EPA
5 has determined to be necessary to protect the public and the en-
6 vironment from this potential endangerment.

7 II. Findings of Fact

8 The following facts are a synopsis of data collected in the
9 Administrative Record of EPA's Record of Decision for the PGA
10 Site, dated September 29, 1987. This Record of Decision (ROD) is
11 incorporated by reference as if fully set forth herein.

12 A. Goodyear disposed of a variety of hazardous substances
13 at an industrial facility it formerly operated within the PGA
14 Site. These included, but were not limited to volatile organic
15 compounds, including trichloroethylene (TCE). During the 1940's,
16 aircraft were brought from the neighboring Litchfield Park Naval
17 Air Facility (now Phoenix-Goodyear Airport) to hangars at the
18 Goodyear facility for maintenance by Goodyear. Maintenance ac-
19 tivities included cleaning engines with solvents, including
20 volatile organic compounds.

21 B. Goodyear used onsite sludge ponds for waste disposal.
22 Small impoundments were also used for disposal of waste polishing
23 compounds. On site drains contained TCE-laden sediments. These
24 sediments were partially removed by Goodyear pursuant to an EPA
25 Administrative Order issued on March 27, 1984.

1 C. In 1981, the Arizona Department of Health Services
2 (ADHS) discovered contamination in the groundwater in the area
3 surrounding the Goodyear facility and the neighboring Phoenix-
4 Goodyear Airport. Subsequent testing by ADHS and contractors
5 employed by EPA revealed numerous wells contaminated with sol-
6 vents (principally TCE).

7 D. TCE is a known animal and probable human carcinogen.
8 TCE can produce central nervous system depression and irritation
9 of the eyes, nose and throat. Exposure to high concentrations of
10 TCE may cause nausea and vomiting. It can also cause neurologi-
11 cal impairment, liver and kidney damage, and at high concentra-
12 tions, death.

13 E. TCE has been found in groundwater underlying the
14 Phoenix-Goodyear Airport in concentrations as high as 7900 parts
15 per billion (ppb) in the upper aquifer (Subunit A), and in con-
16 centrations as high as 130 ppb in the lower aquifer (Subunit
17 B/C). Contamination from Subunit A penetrates into Subunit B/C.
18 EPA estimates that TCE in concentrations of 2.7 ppb would cause
19 one cancer death per million people exposed. Concentrations in
20 excess of 2.7 ppb are expected to cause more cancer deaths among
21 exposed populations. EPA's Maximum Contaminant Level (MCL) es-
22 tablished pursuant to the Safe Drinking Water Act, 42 U.S.C.
23 §300(f) et seq. is 5 ppb for TCE.

1 F. People may be exposed to TCE-contaminated groundwater
2 from the Goodyear facility through wells extracting groundwater
3 from Subunit B/C for human use. Exposure pathways include inges-
4 tion from drinking and eating, inhalation of TCE stripped from
5 water during bathing and cooking, and dermal contact.

6 G. The Cities of Goodyear and Avondale depend on
7 groundwater from Subunit B/C as the sole public water supply for
8 their communities. Currently, public water supplies do not con-
9 tain TCE in excess of 2.7 ppb or the MCL, with the exception of
10 one well which has been closed. However, the area's population
11 is expected to grow dramatically in the near future because of
12 recent highway improvements. The expected population increase,
13 in excess of 200,000, will increase the demands on Subunit B/C
14 directly downgradient from the contamination. Unless remedial
15 action is taken, increased groundwater pumping will greatly in-
16 crease the likelihood of contaminated groundwater reaching public
17 water supplies.

18 III. Conclusions of Law

19 A. Goodyear is a "person" as defined in Section 101(21) of
20 CERCLA, 42 U.S.C. §9601(21).

21 B. The PGA Site is a "facility" as defined in Section 101(9)
22 of CERCLA, 42 U.S.C. §9601(9).

23 C. TCE is a "hazardous substance" as defined in Section
24 101(14) of CERCLA, 42 U.S.C. §9601(14).

1 D. The disposal of hazardous substances and the continued
2 migration of those substances in the groundwater and to the
3 groundwater from contaminated soils constitute a "release" or
4 "threatened release" of hazardous substances into the environment
5 as defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

6 E. Goodyear is liable under Section 107(a) of CERCLA, 42
7 U.S.C. §9607(a).

8 IV. Determinations

9 Based on the Findings of Fact and Conclusions of Law, the
10 Director, Toxics and Waste Management Division, EPA Region 9, has
11 made the following determinations:

12 A. The release or threatened release of hazardous substances
13 and pollutants or contaminants from the PGA Site may present an
14 imminent and substantial endangerment to the public health, wel-
15 fare, or the environment. This determination is embodied in
16 Appendix A attached hereto.

17 B. In order to prevent or mitigate a significant risk of
18 harm to human health and the environment, remedial action must be
19 undertaken to prevent migration of contaminated groundwater
20 emanating from the PGA Site.

21 C. The remedial measures required by this Order are consis-
22 tent with the National Contingency Plan, 40 C.F.R. Part 300.

23 V. Order

24 Based upon the Findings of Fact, Conclusions of Law, and
25 Determinations, Goodyear is hereby Ordered to implement the fol-
26 lowing measures under the direction of EPA's Project Coordinator:
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1 A. Goodyear shall finance and perform the implementation of
2 the Work as defined by the ROD and further defined by this Order.
3 For purposes of this Order, "Operable Unit" (OU) means the
4 remedial action set out in the September 29, 1987 ROD for the PGA
5 Site. "Work" means the design and construction of the OU and all
6 other tasks to be performed by Goodyear pursuant to this Order.
7 "Site" means Subunit A of Section 16 of the PGA Site in Goodyear,
8 Arizona and any further areas designated by EPA pursuant to Sub-
9 paragraph V.C.3. The Work shall consist of the construction and
10 operation of a system to extract, treat and reinject groundwater
11 from the Site.

12 B. Goodyear shall design, implement and complete the Work
13 in accordance with the National Oil and Hazardous Substances Pol-
14 lution Contingency Plan (NCP), as set forth in 50 Fed. Reg. 47912
15 (1985) (effective February 18, 1986), and all amendments thereto
16 that are effective and applicable to any activity undertaken pur-
17 suant to this Order, and also in accordance with the standards,
18 specifications, and schedule of completion set forth in or ap-
19 proved by EPA pursuant to this Order. All Work shall be per-
20 formed by qualified employees or subcontractors of Goodyear in
21 accordance with the schedule in Subparagraph D. below. (Except
22 where noted otherwise, all dates referred to in the schedule are
23 calendar days; however, should a deadline fall on a weekend or a
24 Federal holiday, the deadline shall be construed to continue to
25 the next business day.)

26 C. Requirements for the Work:

27 1. The Work consists of:

1 a) the design and construction of a groundwater
2 extraction/reinjection system to contain hydraulically the
3 contaminants of subunit A, defined in the ROD, and keep them
4 from migrating to subunits B/C, defined in the ROD.

5 b) the design and construction of a groundwater
6 treatment system to treat extracted water to meet federal
7 and state standards for treatment plant discharge levels
8 prescribed in Table I of the ROD.

9 2. Groundwater Extraction/Reinjection System

10 A "zone of capture" shall be established for the
11 vertical and lateral boundaries of groundwater contamina-
12 tion. These boundaries shall be determined by groundwater
13 monitoring. The zone of capture shall encompass the area of
14 the Site in which groundwater monitoring indicates con-
15 taminant levels in excess of the treatment plant discharge
16 levels identified in Table I of the ROD.

17 3. Reinjection/hydraulic gradient

18 Goodyear shall maintain the zone of capture by en-
19 suring a hydraulic gradient from the edges of the zone of
20 capture to the extraction wells. Goodyear shall monitor
21 water levels to ensure that a proper hydraulic gradient is
22 maintained. EPA shall determine during submission and
23 review of the conceptual design submitted in accordance with
24 Subparagraph D.4. whether to require extension of the zone
25 of capture to include additional areas surrounding the Site
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1 at which the levels of groundwater contaminants exceed the
2 treatment plant discharge levels prescribed in Table I of
3 the ROD.

4 4. Treatment Plant Discharges

5 a) All water from the groundwater extraction system
6 will be treated and reinjected. Treatment shall assure that
7 reinjected water will meet federal and state standards for
8 treatment plant discharge levels prescribed in Table I of
9 the ROD. During start-up activities, extracted water to and
10 from the treatment plant will be checked on a schedule as
11 provided for in the Operations and Maintenance Plan sub-
12 mitted in accordance with Subparagraphs D.6. and D.9.

13 b) During routine operations, the treatment plant
14 discharge must meet federal and state standards for treat-
15 ment plant discharge levels prescribed in Table I of the ROD
16 on a daily basis, based on a sampling schedule to be
17 presented in the Operation and Maintenance Plan developed by
18 Goodyear pursuant to Subparagraph D.6. and D.9. and shall
19 include compliance monitoring programs to demonstrate con-
20 tinued compliance with the requirements of this Subparagraph
21 C.4. Any measurable noncompliance with these levels shall
22 be reported orally to EPA within forty-eight (48) hours of
23 discovery. A written submission shall also be provided
24 within five (5) days. This submission shall include a
25 description of the noncompliance and its cause; the period
26 of noncompliance, including the dates and times, and, if the
27 noncompliance has not been corrected, the anticipated time
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1 it is expected to continue; and steps taken or planned to
2 reduce, eliminate and prevent reoccurrence of the noncom-
3 pliance. Complying with these reporting requirements shall
4 not excuse any penalties resulting from the noncompliance.

5 c) Air stripping shall be used to reduce volatile
6 organic compound ("VOC") contamination to meet federal and
7 state standards as prescribed in Table I of the ROD. The
8 air stripping towers shall be equipped with air emission
9 controls.

10 5. Goodyear shall continue operation of the Work until
11 EPA modifies or terminates this Order.

12 D. Schedule for the Work

13 1. Within 14 days after the effective date of this Or-
14 der, Goodyear shall submit a pilot study scope of Work. This
15 shall present the methodology for conducting the pilot studies
16 for reinjection and extraction wells, recharge basins, and
17 treatability studies.

18 2. EPA shall review and approve/disapprove the pilot
19 study scope of Work.

20 3. Goodyear shall commence pilot study activities upon
21 EPA approval of the pilot study scope of Work.

22 4. Within 84 days after the effective date of this Or-
23 der or 84 days after EPA's decision to approve/disapprove the
24 pilot study scope of Work, whichever is later, Goodyear shall
25 submit a conceptual design for the OU (30% of complete final
26 design). The conceptual design shall include, but not be limited
27 to, the following:

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- a. Design analysis, including analysis and reporting mechanisms necessary to satisfy state permitting requirements
- b. Location of extraction/reinjection wells (or recharge basins)
- c. Major equipment list for treatment plant
- d. Approximate pumping rates for all wells
- e. Site plan (piping/layout)
- f. Easements
- g. Piping and flow diagrams for treatment plant
- h. Results of pilot studies
- i. Ancillary equipment (substations, etc.)
- j. Response to concerns raised in the Responsiveness Summary to the ROD concerning design criteria issues.

5. EPA shall review and approve/disapprove the conceptual design.

6. Within 140 days after the effective date of this Order or 42 days after EPA's decision to approve/disapprove the conceptual design, whichever is later, Goodyear shall submit final draft design and specifications. These shall include, but not be limited to:

- a. Design analysis
- b. Piping and instrument diagram for the treatment plant
- c. Specifications for the treatment plant or plants and groundwater system sufficient to comply with

1 the treatment plant discharge requirements and
2 zone of capture requirements of Paragraph VII

3 d. QA/QC Plan

4 e. Worker Health & Safety Plan

5 f. Preliminary Construction Operation and Main-
6 tenance Plan

7 g. Preliminary Groundwater Treatment Operation and
8 Maintenance Plan including:

9 i. Recommended frequency of water level measure-
10 ments and water quality testing for extraction,
11 reinjection and monitoring wells. These shall
12 include separate schedules for startup and
13 routine operations.

14 ii. Proposed decision making process and
15 criteria for shutting down specific extraction
16 wells.

17 iii. Recommended frequency for testing of air
18 emissions during startup and routine operations.

19 h. Construction schedule and phasing.

20 7. EPA shall review and approve/disapprove the final
21 draft design and specifications.

22 8. Within 184 days after the effective date of this Or-
23 der, or 30 days after EPA's decision to approve/disapprove the
24 final draft design and specifications, whichever is later,
25 Goodyear shall begin construction of facilities for implementa-

1 tion of the OU. Goodyear shall initiate preconstruction ac-
2 tivities during EPA review of the final draft design and
3 specifications.

4 9. Within 240 days after the effective date of this Or-
5 der, or 86 days after EPA's decision to approve/disapprove the
6 final draft design and specifications, whichever is later,
7 Goodyear shall submit final draft Operation and Maintenance Plans
8 to EPA for approval.

9 10. Within 304 days after the effective date of this
10 Order, or 150 days after EPA's decision to approve/disapprove the
11 final draft design and specifications, whichever is later,
12 Goodyear shall commence startup activities.

13 11. Goodyear shall begin and thereafter maintain
14 routine operation activities in accordance with an approved
15 Operation and Maintenance Plan by a date to be established by
16 EPA.

17 E. Monthly Progress Reports

18 1. Goodyear shall provide written progress reports to
19 EPA on a monthly basis. These progress reports shall describe
20 all actions taken to comply with this Order, including a general
21 description of the Work activities commenced or completed during
22 the reporting period, Work activities projected to be commenced
23 or completed during the next reporting period, and any problems
24 that have been encountered or are anticipated by Goodyear in com-
25 mencing or completing the Work activities. These progress
26 reports shall be submitted to EPA by the 10th of each month for
27 work done the preceding month and planned for the current month.
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1 F. Reports, Plans, and Other Items

2 1. Any reports, plans, specifications (including dis-
3 charge or emission limits), schedules, appendices, and attach-
4 ments required or established by this Order are, upon approval by
5 EPA, incorporated into this Order. Any noncompliance with such
6 EPA approved reports, plans, specifications (including discharge
7 or emission limits), schedules, appendices, or attachments shall
8 be considered a violation of this Order subject to penalties in
9 accordance with Paragraph XII of this Order.

10 2. If EPA disapproves any plans or reports (other than
11 monthly progress reports) or other items required to be submitted
12 to EPA for approval pursuant to this Order, Goodyear shall cor-
13 rect any deficiencies and resubmit the plan, report or item for
14 EPA approval within ten (10) working days from the receipt of
15 such disapproval.

16 3. Submission of a deficient plan or report is a viola-
17 tion of this Order subject to penalties in accordance with
18 Paragraph XII whether or not resubmission corrects the
19 deficiencies of the original submission.

20 4. In attempting to correct any deficiency as required
21 by Subparagraph F.2., Goodyear shall address all of EPA's com-
22 ments.

23 G. The Worker Health and Safety Plan that Goodyear is re-
24 quired to submit pursuant to Subparagraph V.D.6. shall satisfy
25 the requirements of the Occupational Safety and Health Guidance
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1 for Hazardous Waste Site Activities [October 1985 (DHH 5 NIOSH)
2 Publication No. 85-115] and EPA's Standard Operating Safety
3 Guides.

4 H. Goodyear shall submit to EPA for approval, at the same
5 time as it submits the final draft design documents in accordance
6 with Subparagraph V.D.6., a Quality Assurance/Quality Control
7 ("QA/QC") Plan for Remedial Construction activities. The
8 Remedial Construction QA/QC Plan shall, where applicable, be
9 prepared in accordance with current EPA guidance, Interim
10 Guidelines and Specifications for Preparing Quality Assurance
11 Project Plans, QAMS-005/80, and subsequent amendments to such
12 guidelines upon written notification by EPA to Goodyear of such
13 amendments. Additionally, the Remedial Construction QA/QC Plan
14 shall include elements necessary for the implementation of trial
15 test(s) of the pumping, treatment and reinjection system used as
16 part of the Work. The Remedial Construction QA/QC Plan shall in-
17 clude a description of the mechanism that shall be used to verify
18 that the pumping, treatment and reinjection process is operating
19 within acceptable limits. Upon approval and notice by EPA to
20 Goodyear, Goodyear shall implement the Remedial Construction
21 QA/QC Plan.

22 I. Goodyear shall utilize QA/QC procedures in accordance
23 with the QA/QC plans submitted pursuant to this Order, and shall
24 utilize standard EPA chain of custody procedures, as documented
25 in National Enforcement Investigations Center Policies and Proce-
26 dures Manual, as revised in November 1984, and the National En-
27 forcement Investigations Center Manual for the Evidence Audit,
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1 published in September 1981, for all sample collection and
2 analysis activities. In order to provide quality assurance and
3 maintain quality control regarding all samples collected pursuant
4 to this Consent Decree, Goodyear shall:

5 1. Ensure that all contracts with laboratories util-
6 ized by Goodyear for analysis of samples taken pursuant to
7 this Consent Decree provide for access of EPA personnel and
8 EPA authorized representatives to assure the accuracy of
9 laboratory results related to the Work.

10 2. Ensure that laboratories utilized by Goodyear for
11 analysis of samples taken pursuant to this Order perform all
12 analyses according to EPA methods or methods deemed in ad-
13 vance satisfactory by EPA. Accepted EPA methods are docu-
14 mented in the "Contract Lab Program Statement of Work for
15 Inorganic Analysis" and the "Contract Lab Program Statement
16 of Work for Organic Analysis" dated July 1985.

17 3. Ensure that all laboratories utilized by Goodyear
18 for analysis of samples taken pursuant to this Order par-
19 ticipate in an EPA or EPA equivalent QA/QC program. As part
20 of the QA/QC program and upon request by EPA, such
21 laboratories shall perform at their expense analyses of
22 samples provided by EPA to demonstrate the quality of each
23 laboratory's data. EPA may provide to each laboratory a
24 maximum of four samples per year per analytical combination
25 (e.g., four aqueous samples for analysis by gas
26 chromatography/mass spectrometry, four soil/sediment samples
27 for analysis by gas chromatography/mass spectrometry).

1 J. Goodyear shall demonstrate its ability to complete the
2 Work and to pay all claims that arise from the performance of the
3 Work by obtaining, and presenting to EPA for approval within
4 thirty (30) calendar days after the effective date of this Order,
5 one of the following items: 1) performance bond; 2) letter of
6 credit; or 3) guarantee by a third party. In lieu of any of the
7 three items listed above, Goodyear may present to EPA, within
8 twenty (20) calendar days after the effective date of this Order,
9 financial information sufficient to satisfy EPA that Goodyear has
10 sufficient assets to make it unnecessary to require additional
11 assurances. If Goodyear relies on financial information for
12 financial assurance, Goodyear shall quarterly submit such finan-
13 cial information. If EPA determines the financial assurances to
14 be inadequate, Goodyear shall obtain one of the three financial
15 instruments listed above.

16 K. Goodyear shall maintain a segregated account dedicated
17 to funding Goodyear's obligations pursuant to this Order. Start-
18 ing June 30, 1988, Goodyear shall quarterly submit an account
19 statement to EPA demonstrating that the account is funded ade-
20 quately to ensure performance of Goodyear's obligations under
21 this Order for the following quarter.

22 L. Goodyear shall submit a quality assurance report to EPA
23 on a quarterly basis on January 30th, April 30th, July 30th, and
24 October 30th of each year. This report shall contain information
25 that demonstrates that Goodyear is complying with Subparagraph
26 V.I. of this Order and the QA/QC Plans submitted pursuant to this
27 Order.
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1 M. Any analytical or design data generated or obtained by
2 Goodyear that are related to the Work shall be provided to EPA
3 within seven (7) days of any request by EPA for such data.

4 N. EPA employees and EPA's authorized representatives shall
5 have the right, upon request, to take splits of any samples ob-
6 tained by Goodyear or anyone acting on Goodyear's behalf in the
7 implementation of the Work. Goodyear shall also have the right
8 upon request to obtain splits of samples taken independently by
9 EPA or its authorized representatives.

10 O. During design, construction, and start-up activities,
11 Goodyear shall notify EPA seven (7) days prior to any sampling
12 conducted by Goodyear or anyone acting on its behalf. EPA shall
13 be notified thirty (30) days prior to the disposal of any such
14 sample, and EPA shall have an opportunity, upon request, to take
15 possession of all or a portion of such sample.

16 Goodyear need not provide EPA with 7-day notice for sampling
17 relating to the routine operation of the treatment system. Prior
18 to commencement of the routine operation of the treatment system,
19 however, Goodyear shall provide EPA with a schedule for all
20 routine sampling relating to the operation of the treatment sys-
21 tem. Goodyear shall notify EPA seven (7) days in advance of any
22 changes in the routine sampling schedule. Goodyear need not
23 provide EPA with advance notice of changes in the routine treat-
24 ment system sampling as a result of unexpected conditions.
25 Goodyear shall, however, notify EPA within forty-eight (48) hours
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1 of the occurrence of any such conditions and shall provide EPA
2 with the results of analysis of such sampling when the results
3 become available.

4 P. All data, factual information, and documents submitted
5 by Goodyear to EPA and the State pursuant to this Order shall be
6 subject to public inspection. Goodyear shall not assert a claim
7 of confidentiality regarding any hydrogeological or chemical
8 data, any data submitted in support of a remedial proposal, or
9 any other scientific or engineering data. Goodyear may assert a
10 claim of confidentiality as to any process, method, technique, or
11 any description thereof that Goodyear claims constitute
12 proprietary or trade secret information developed by Goodyear or
13 developed by the contractor or the contractor's subcontractors.
14 In addition, Goodyear may assert business confidentiality claims
15 covering part or all of the information provided in connection
16 with this Order in accordance with Section 104(e)(7) of CERCLA,
17 42 U.S.C. § 9604(e)(7) and pursuant to 40 C.F.R. § 2.203(b) or
18 applicable state law. Any such claim shall be subject to EPA's
19 confidentiality determination procedures and, if determined to be
20 confidential, afforded the protection by EPA provided in 40
21 C.F.R., Part 2, Subpart B.

22 Documents which are asserted to be attorney work product or
23 subject to privilege under law shall not be subject to inspection
24 or copying under this Order provided that, upon request, Goodyear
25 shall provide EPA with an identification of the title and subject
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1 matter of each document for which a privilege is asserted, and an
2 explanation as to why the privilege is applicable to the document
3 or portions thereof.

4 Q. Goodyear shall preserve and retain all records and docu-
5 ments now in its possession or control that relate in any manner
6 to the Site, regardless of any document retention policy to the
7 contrary, for no less than six years after the completion of the
8 construction of the Work or termination of this Order, whichever
9 is later.

10 Until completion of the Work and termination of this Order,
11 Goodyear shall preserve, and shall instruct its contractors, its
12 contractors' subcontractors, and anyone else acting on Goodyear's
13 behalf at the PGA Site to preserve (in the form of originals or
14 exact copies, or in the alternative, microfiche of all originals)
15 all records, documents and information of whatever kind, nature
16 or description relating to the performance of the Work at the
17 Site. Upon the completion of the Work, copies of all such
18 records, documents, and information shall be delivered to the EPA
19 Project Coordinator.

20 VI. Compliance With Other Laws

21 Goodyear shall comply with all federal, state and local laws
22 and regulations in carrying out the terms of this Order. All
23 hazardous substances removed from the facility shall be handled
24 in accordance with the Resource Conservation and Recovery Act of
25 1976, 42 U.S.C. § 6921, et seq., the regulations promulgated un-
26 der that Act, and EPA's Offsite Disposal Policy. OSWER Directive
27 9834.11 (Nov. 13, 1987).

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VII. Project Coordinator

EPA has appointed a Project Coordinator for the Site who has the authority vested in the Remedial Project Manager and the On-Scene Coordinator by 40 C.F.R. Part 300, et seq., including such authority as may be added by amendments to 40 C.F.R. Part 300, as well as the authority to ensure that this Order is implemented in accordance with all applicable statutes and regulations. The EPA Project Coordinator for the purposes of this Order is:

Jeff Rosenbloom
T-4-2
United States Environmental Protection Agency
Region 9
215 Fremont Street
San Francisco, California 94105
(415) 974-9565

Within four (4) calendar days of the effective date of this Order, Goodyear shall designate a Project Coordinator to monitor Goodyear's progress in implementing this Order and to coordinate communication between EPA and Goodyear. EPA and Goodyear may change their respective Project Coordinators upon five (5) calendar days notice.

VIII. Submittals

All submittals and notifications to EPA required by this Order or the plans submitted herewith shall be made to the EPA Project Coordinator.

All approvals and decisions of EPA made regarding submittals and modifications under this Order shall be communicated to Goodyear by the Director, Toxics Waste and Management Division,

1 or his designee. No informal advice, guidance, suggestions, or
2 comments by EPA regarding reports, plans, specifications,
3 schedules, or any other matter will relieve Goodyear of its
4 obligation to obtain formal approvals as required by this Order.

5 IX. Access

6 To the extent that access to or easements over property at
7 the PGA Site is required for the proper and complete performance
8 of this Order, Goodyear shall use its best efforts to obtain ac-
9 cess agreements from the present owners or those persons who have
10 control within sixty (60) calendar days of the effective date of
11 this Order. Access agreements shall provide reasonable access to
12 Goodyear, the United States, the State of Arizona, and their
13 authorized representatives. In the event that access agreements
14 are not obtained within the 60 day period, Goodyear shall notify
15 EPA within five (5) calendar days thereafter regarding both the
16 lack of, and Goodyear's efforts to obtain, such agreements. If
17 necessary, EPA may exercise its legal authority to assist
18 Goodyear in obtaining access. In the event EPA exercises its ac-
19 cess authorities under Section 104(e) of CERCLA, as amended, in
20 order to obtain access for the performance on any act required by
21 this Order, Goodyear shall reimburse EPA for any amount of costs
22 incurred in the exercise of such powers.

23 Goodyear shall assure that Goodyear, the United States, the
24 State, and their representatives, including contractors, shall
25 have access at all reasonable times to the Site and any con-
26 tiguous property owned or controlled by Loral Corporation on the
27 effective date of this Order. In the event Loral Corporation
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1 transfers some or all of its property located within the bound-
2 aries of the PGA Site to a third party after the effective date
3 of this Order, Goodyear shall (a) assure that the instrument ef-
4 fecting the conveyance or transfer of title contains a copy of
5 this Order, the ROD and the listing of the PGA Site on the Na-
6 tional Priorities List pursuant to CERCLA; and (b) use its best
7 efforts to assure access to the property from the third party.
8 Nothing in this Order limits any access rights that EPA or other
9 agencies may have pursuant to law.

10 X. Endangerment During Implementation

11 The Director, Toxics and Waste Management Division, EPA
12 Region 9, may determine that acts or circumstances (whether re-
13 lated to or unrelated to this Order) may endanger human health,
14 welfare or the environment and may order Goodyear to stop further
15 implementation of this Order until the endangerment is abated.
16 EPA may also for any other reason permitted by law order Goodyear
17 to cease activities at the PGA Site.

18 XI. United States Not Liable

19 The United States, its agencies, employees and other repre-
20 sentatives shall not be liable for any injuries or damages to
21 persons or property resulting from the acts or omissions of
22 Goodyear, its employees or other representatives caused by im-
23 plementation of this Order or otherwise.

24 The United States, its agencies, employees and other repre-
25 sentatives shall not be deemed a party to any contract with
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1 Goodyear.

2 XII. Noncompliance

3 A. A willful violation or failure or refusal to comply
4 with any terms of this Order shall subject Goodyear to a civil
5 penalty of up to \$25,000 per day in which the violation occurs or
6 failure to comply continues, pursuant to the provisions of Sec-
7 tion 106(b)(1) of CERCLA, 42 U.S.C. §9606(b)(1). Failure to
8 comply with any terms of this Order without sufficient cause
9 shall also subject Goodyear to punitive damages of up to three
10 times the total costs incurred by the United States for site
11 response pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. §
12 9607(c)(3).

13 B. EPA may assume performance of the Work required by this
14 Order at any time if EPA determines that Goodyear is not taking
15 appropriate action. EPA may order or independently initiate ad-
16 ditional response actions it deems necessary to protect public
17 health, welfare, or the environment.

18 XIII. Opportunity to Confer

19 Goodyear may request a conference with the Director, Toxics
20 and Waste Management Division, EPA Region 9, or his staff to dis-
21 cuss the provisions of this Order. At any conference held pur-
22 suant to Goodyear's request, Goodyear may appear by counsel or
23 other representatives for the purpose of presenting any objec-
24 tions, defenses or contentions which Goodyear may have regarding
25 this Order. The conference will be recorded by a court stenog-
26 rapher. If Goodyear desires such a conference, Goodyear must
27 make a request orally within four (4) working days of the effec-
28

1 tive date of this Order, and confirm the request in writing im-
2 mediately. Requests shall be made to the EPA Project Coor-
3 dinator.

4 XIV. Parties Bound

5 This Order shall apply to and is binding upon Goodyear, its
6 officers, directors, agents, employees, contractors, successors,
7 and assigns.

8 XV. Notice of Intent to Comply

9 Within four (4) working days of the effective date of this
10 Order, Goodyear shall orally inform EPA of its intent to comply
11 with the terms of this Order. The oral notice shall be confirmed
12 within three (3) working days by written notice to the Director.
13 Failure to timely notify EPA of Goodyear's intent to comply shall
14 be deemed by EPA a willful refusal to comply.

15 XVI. Notice to State

16 Notice of the issuance of this Order has been given to the
17 State of Arizona. EPA will consult with the Arizona Department
18 of Environmental Quality, as appropriate, to ensure that the
19 plans submitted by Goodyear pursuant to this Order are consistent
20 with State requirements.

21 XVII. Effective Date

22 Notwithstanding any conferences that may be requested pur-
23 suant to the provisions of this Order, this Order shall be effec-
24 tive on May 26, 1988.

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26 IT IS SO ORDERED on this 22d day of April, 1988 at San Fran-
27 cisco, California.

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

by: *Anna K. Goshaw for*
Jeff Zelikson
Director, Toxics and Waste Management Division
EPA, Region 9

Appendix A

DETERMINATION OF IMMINENT AND SUBSTANTIAL ENDANGERMENT

SITE: Phoenix Goodyear Airport, Goodyear, Arizona

DOCUMENTS REVIEWED:

My determination is based on the Environmental Protection Agency (EPA) Administrative Record for the Record of Decision for the first Operable Unit at the Phoenix Goodyear Airport Superfund Site (PGA Site), dated September 29, 1987.

DETERMINATION:

Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (CERCLA) provides that, when the President of the United States determines that there may be an imminent and substantial endangerment to the public health, welfare, or the environment because of an actual or threatened release of a hazardous substance from a facility to the environment, he may issue such Orders as may be necessary to protect public health, welfare or the environment.

The Administrative Record referenced above conclusively demonstrates that hazardous substances have been released to the environment at the PGA Site. The Administrative Record contains an Operable Unit Feasibility Study (OUFS) which includes a Background and Site History (Chapter 2 of the OUFS). This chapter documents the extent of the release based on the results of groundwater sampling (Pages 2-2 through 2-6). This sampling demonstrates that the groundwater at the PGA Site is contaminated with hazardous substances including, but not limited to, volatile organic compounds such as trichloroethylene. This documents the threat to environment posed by the release. The OUFS also includes a Public Health Evaluation (Chapter 3 of the OUFS) which documents the risk to human health and welfare presented by the observed contamination. The OUFS has been submitted to the public for comment.

Pursuant to the CERCLA §106 authority delegated to me by the President, through the EPA Administrator, I hereby determine that the Administrative Record and, specifically, the Background and Site History, and the Public Health Evaluation, demonstrate that an imminent and substantial endangerment to human health, welfare or the environment may exist because of the actual and threatened releases of hazardous substances at the PGA Site.

1 Dated: this 22d day of April 1988 at San Francisco,
2 California.

3 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
4

5 by: James K. Goshert for
6 Jeff Zelikson
7 Director
8 Toxics and Waste Management Division
9 EPA, Region 9
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